

STATE OF INDIANA) IN THE MARION SUPERIOR COURT
) SS:
COUNTY OF MARION) CAUSE NO. 49D06-0302-PL-000340

STATE OF INDIANA,)
)
Plaintiff,)
)
v.)
)
THIRD GENERATION REMODELING,)
INC,)
)
Defendant.)

FILED

FEB 26 2003

Doris Ann Schaller
CLERK OF THE
MARION CIRCUIT COURT



CONSENT JUDGMENT

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Eric Jackson, having simultaneously filed its Verified Complaint for Injunction and Damages against the Defendant Third Generation Remodeling Inc, in person and by counsel, hereby enter into this Consent Judgment without trial and adjudication of any issue of fact or law.

Now, therefore, by consent and agreement of parties, it is **ORDERED, ADJUDGED, and DECREED** as follows:

1. The parties to this Consent Judgment have read and understand the nature, terms, and contents of this Consent Judgment and agree to be bound by all the provisions contained herein.
2. The Attorney General is authorized to bring this action to enforce the provisions of Indiana's Deceptive Consumer Sales Act, Indiana Code 24-5-0.5-1 *et seq* and the Indiana Home Improvement Contracts Act, Ind. Code § 24-5-11-1 *et seq*.
3. The parties agree that this Consent Judgment constitutes a full and complete settlement as to all issues.

INJUNCTIVE RELIEF

Pursuant to Indiana Code § 24-5-0.5-4(c)(1), the Defendant, Third Generation Remodeling Inc, its agents, representatives, employees, successors and assigns are permanently enjoined from engaging in the following:

4. in the course of entering into home improvement transactions, failing to provide the consumer a completed home improvement contract which includes at minimum the following:

- (a) The name of the consumer and the address of the residential property that is the subject of the home improvement;
- (b) The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- (c) A date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- (d) A reasonably detailed description of the proposed home improvements;
- (e) If the description required by Ind. Code § 24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of specifications;
- (f) The approximate starting and completion date of the home improvements;
- (g) A statement of any contingencies that would materially change the approximate completion date;
- (h) The home improvement contract price; and
- (i) Signature lines for the Defendant or the Defendant's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature;

5. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer;

6. in the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all the terms of the home improvement contract before the consumer signs the home improvement contract and before the consumer can be required to make any down payment;

7. failing to obtain the necessary license or permit as required by law prior to commencing any home improvement work;

8. in soliciting and/or contracting with consumers, failing to comply with the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1 *et seq.*

COSTS

9. Pursuant to Ind. Code § 24-5-0.5-4(c)(3), judgment is granted in favor of Plaintiff, State of Indiana, for the reasonable expenses incurred by the Indiana Office of Attorney General in the prosecution of this matter in the amount of Three Hundred Dollars (\$300.00).

CONTINUING JURISDICTION

10. The Court shall retain jurisdiction for the purpose of issuing such orders as may be necessary to interpret or enforce the provisions herein.

IN WITNESS THEREOF, Greg Arvin, an officer of the Third Generation Remodeling Inc., has signed this document on behalf of the Defendant, its agents, representatives, employees, successors, assigns, and all persons acting or claiming to be acting on its behalf, through any corporate business name or device. Eric Jackson, Deputy Attorney General, has signed this document on behalf of Plaintiff, State of Indiana.

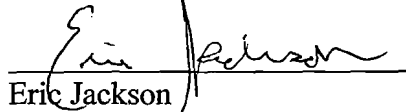
STATE OF INDIANA

STEVE CARTER

Attorney General of Indiana

Attorney No. 4150-60

By:


Eric Jackson

Deputy Attorney General

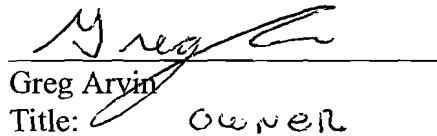
Atty. No. 19415-49

Dated:

2/21/03

Third Generation Remodeling Inc., Defendant

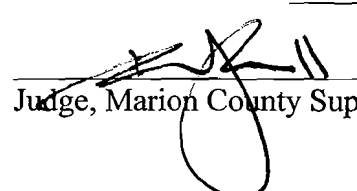
By:


Greg Arvin
Title: owner

Dated:

2/21/03

 **APPROVED, ORDERED, ADJUDGED AND DECREED** this 26 day of Feb., 2003.


Judge, Marion County Superior Court

Distribution:

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